



**Data Use Agreement
Between
Minnesota Department of Health
And
Centers for Disease Control and Prevention (“CDC”), National Healthcare Safety Network
 (“NHSN”)**

The Minnesota Department of Health (“MDH”) and CDC/NHSN enter into this Data Use Agreement (the “Agreement”) effective March 1, 2013 (“Effective Date”). CDC/NHSN and the MDH shall be referred to individually as a “Party,” or collectively as the “Parties.”

This Agreement establishes a formal data access and data use relationship between CDC/NHSN and the MDH. This Agreement covers individual- and institution-identifiable data, received by the CDC/NHSN subject to the Federal Privacy Act, 5 USC §§552 and 552a, from the NHSN Patient Safety Component and Healthcare Personnel Safety Component as listed in the attached document (Appendix 1) that have been voluntarily submitted to NHSN by healthcare institutions in Minnesota and for which there is **no** State mandate for reporting to MDH of such individual- or institution-identifiable data (“COVERED DATA”). However, COVERED DATA shall NOT include data pertaining to federal or tribal healthcare institutions.

The Parties shall abide by all applicable Federal and State laws, rules, and regulations including, without limitation, all patient confidentiality and medical record requirements and any applicable Institutional Review Board (“IRB”) requirements.

STATE’S USES OF COVERED DATA

MDH agrees to use the COVERED DATA for surveillance and/or prevention purposes only (e.g., evaluating the impact of a targeted program to reduce central line-associated bloodstream infections). MDH specifically agrees not to use the COVERED DATA obtained under this data use agreement for purpose of public reporting of institution-specific data or any regulatory or punitive actions against healthcare institutions, such as a fine or licensure action. The Parties acknowledge that COVERED DATA is limited to those data specified in Appendix 1, which identifies the complete set of data items, e.g., facility survey data, central line associated bloodstream infection numerator data, that MDH will have access to as a result of this Agreement.

MDH agrees to designate an NHSN Group Administrator and CDC/NHSN agrees to grant the State’s designated NHSN Group Administrator access to the State’s COVERED DATA. In the event that the NHSN Group Administrator leaves that role prior to assigning a replacement via the NHSN application, CDC/NHSN requires notification in writing on official letterhead from the signatory or the signatory’s successor to assure continuity.

- The designated NHSN Group Administrator for MDH is Lindsey Leshner, Senior Epidemiologist, Lindsey.Leshner@state.mn.us, Saint Paul, Minnesota.

MDH agrees that access to individual- and institution-identifiable data provided under the terms of the Agreement will be limited solely to department staff or contractors who are explicitly authorized to use those data for surveillance and/or prevention purposes only.



DATA PROTECTIONS

CDC's legal authorities to obtain COVERED DATA from healthcare institutions are 42 U.S.C. section 241(a) (Public Health Service Act section 301(a)), pertaining to CDC's broad public health authority to conduct research and investigations, and 42 U.S.C. section 242k (Public Health Service Act section 306), pertaining to the collection of statistical data. CDC's authority to keep the COVERED DATA confidential (i.e., protected from an unauthorized release) is 42 U.S.C. section 242m (Public Health Service Act section 308(d)) and the Federal Privacy Act, 5 USC §§552 and 552a.

MDH acknowledges that Federal statutes, including 18 U.S.C. section 1001 (providing penalties for making false statements to the Government of the United States), may be implicated if the State does not protect the COVERED DATA from release pursuant to this Agreement.

MDH acknowledges that it will be the custodian of COVERED DATA stored in its data files and, as such, will be responsible for establishing and maintaining appropriate administrative, technical, and physical safeguards to prevent unauthorized access to or use of these files, for example, security awareness training and signed rules of behavior for all persons who have access to COVERED DATA, strong passwords and auditing for all access to COVERED DATA, approved encryption of COVERED DATA stored digitally.

The State will use the following safeguards to protect COVERED DATA stored in its data files:

MDH shall take appropriate steps to maintain security of the COVERED DATA including storage on an MDH network which can be accessed only on password-protected computers.

MDH shall not share COVERED DATA with any MDH employees who do not have a need to access these data in order to perform their job duties.

MDH shall maintain COVERED DATA in accordance with safeguards and access under the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).

MDH specifically agrees that, to the extent permitted by State and federal law, it will not release COVERED DATA requested under a State's open records laws; to media; for litigation purposes; that is proprietary and if disclosed could cause competitive harm; or to anyone other than department staff or contractors who are explicitly authorized to use those data for surveillance and/or prevention purposes only.

The following State statutes, regulations, or policies provide additional safeguards that protect against the release of COVERED DATA:

- Minn. Stat. §13.02, Subd. 9: Nonpublic data;
- Minn. Stat. §13.02, Subd. 12: Private data on individuals;
- Minn. Stat. §13.3805, Subd. 1(b): Health data are private data on individuals;
- Minn. Stat. §13.384, Subd. 3: Medical data are private;
- Minn. Stat. §144.0525: Restrictions on data collected for epidemiologic investigations;
- Minn. Stat. §144.053: Research studies confidential;
- Minn. Stat. §144.293, Subd. 2: Restrictions on release of patient health records;
- Minn. Stat. §144.658: Epidemiological data not subject to discovery;
- Minn. Stat. §144.6581: Commissioner may deny access to epidemiological data;



Minn. Rule 1205.0400, Subd. 2: Access to private data.

MDH agrees to inform CDC/NHSN of any changes to State law(s) that will reduce legal safeguards that protect against release of COVERED DATA. MDH acknowledges that CDC/NHSN may terminate the Agreement as a result of this information.

PROVISION AND MANAGEMENT OF THE DATA

MDH acknowledges that its access to COVERED DATA will be for adverse healthcare events and/or processes of care that occur subsequent to signing this agreement, specifically occurring on or after the first day of the fourth month following the signing date. COVERED DATA reported to NHSN for prior events or processes will not be accessible.

MDH acknowledges that CDC/NHSN will provide a time-limited opportunity for healthcare institutions participating in NHSN in their jurisdiction to opt out of reporting COVERED DATA to NHSN.

MDH acknowledges that CDC/NHSN will notify newly enrolling institutions of the provisions of this Data Use Agreement so that enrolling institutions will have full knowledge of how their COVERED DATA will be used by the MDH and can opt out of providing COVERED DATA to NHSN.

MDH agrees to notify CDC in the event that the MDH is obligated or chooses to release COVERED DATA for a purpose other than surveillance and prevention.

TERM AND TERMINATION OF AGREEMENT

This Agreement shall be effective for a period of 5 years beginning on the Agreement Effective Date. The Agreement may be terminated before the 5-year period upon submission by either Party of written notice by Signatory or Signatory successor, in which case the Agreement shall cease 5 days after the date that CDC/NHSN submits the notice to the MDH OR 5 days after CDC/NHSN receives a notice submitted by the MDH.

In addition, upon CDC/NHSN's knowledge of a pattern or practice that constitutes a material breach of this Agreement by MDH, CDC/NHSN may immediately and unilaterally terminate this Agreement.

CDC requires that in the absence of a conflict with State law the MDH must delete or otherwise destroy COVERED DATA stored in its files within one year of the conclusion of this Agreement or a successor Agreement. CDC will retain all COVERED DATA in its files.

NOW, THEREFORE, by signing below, the Parties agree that they have read, understand, and agree to the conditions set forth above:



MDH

State Epidemiologist Signature

Ruth Lynfield

Ruth Lynfield, MD

State Epidemiologist

Date *Ruth Lynfield* 3/27/13

MDH

Assistant Commissioner Signature

Agnes T. Leitheiser

Agnes T. Leitheiser, RN, MPH

Assistant Commissioner

Date 2-28-13

CDC/NHSN

Director, CDC Division of Healthcare

Quality Promotion

Date *[Signature]* 3/28/13

Appendix 1 To Data Use Agreement Between Minnesota Department of Health And Centers for Disease Control and Prevention (“CDC”), National Healthcare Safety Network (“NHSN”)

This Appendix identifies the COVERED DATA for the purposes of the NHSN Data Use Agreement between CDC and MDH. CDC’s authority to keep the COVERED DATA confidential (i.e., protected from an unauthorized release) is 42 U.S.C. section 242m (Public Health Service Act section 308(d)) and the Federal Privacy Act, 5 USC §§552 and 552a.

Data File Specifications Template - Patient Safety Component

The template below describes which data from the NHSN Patient Safety Component will be shared with the state health department. Only data that is included in a facility’s monthly reporting plan will be included in datasets shared with the state health department. “Time Period” of data shared with state health department will be completed on template after signing of DUA. Please complete the template and provide to CDC/NHSN for further discussion.

Specify level of aggregation and patient identifiers to receive:

	Only requesting facility level aggregate data (no patient level data)
X	Pt level data with all patient identifiers
	Pt level data with no patient identifiers
	Pt level data with specific patient identifiers (please select below)
	DOB
	Gender
	Race
	Ethnicity

General and surveys:

	Monthly reporting plans
X	Facility annual surveys

Device-Associated (DA) Module events and denominators:

Select event types of interest below:

<input checked="" type="checkbox"/>	Central line-associated bloodstream infection (CLABSI)
<input checked="" type="checkbox"/>	Catheter-associated urinary tract infection (CAUTI)
<input type="checkbox"/>	Ventilator-associated pneumonia (VAP)
<input type="checkbox"/>	Central line insertion practices (CLIP) - note that requesting CLIP events will result in inserter code being shared
<input checked="" type="checkbox"/>	Dialysis Event (DE)

For these events, please specify the facility types, locations, and time period that will be shared with state health department below.
You will receive both event (numerator) and summary (denominator) data for the locations that you specify.

Plan	Time Period	Location Type (Ex - ICUs, Wards, etc)	Specific Locations (Ex - All ICUs, Medical ICUs, etc)
IN		Acute care hospitals	All adult, pediatric, and neonatal intensive care locations
IN		Acute care hospitals	All ward and specialty care area locations
IN		Long term acute care hospitals	All units/wards reporting
IN		Rehabilitation hospitals	All units/wards reporting
IN		Outpatient dialysis centers	All outpatient facilities reporting
IN			

☒ Please check this box to receive pathogen and antibiogram information for DA events requested above, where applicable

Procedure-Associated (PA) Module events and denominators:

Select event types of interest below:

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>

Surgical Site Infection (SSI) - note that requesting SSI events/denominators will result in surgeon code being shared
Post-procedure Pneumonia (PPP)

For these events, specify the facility types, procedures, and time period that will be shared with the state health department in the table below.
You will receive both event (numerator) and procedure (denominator) data for the locations that you specify.

Plan	Time Period	NHSN Procedure Category	Specific Facility Types and Settings (Inpatient, Outpatient, or Both)
IN		COLO	Inpatient
IN		HYST	Inpatient
IN			
IN			
IN			
IN			

☐ Please check this box to receive pathogen and antibiogram information for PA events requested above, where applicable

MDRO Module events and denominators:

Select event types of interest below:

	Infection Surveillance
X	LabID Event - all specimens
	LabID Event - blood specimens only

Select organisms of interest below:

X	MRSA
	MRSA and MSSA
X	C. difficile
	VRE
	Ceph-R Klebsiella
X	CRE Klebsiella
X	CRE E. coli
X	MDR Acinetobacter

☐ X If requesting Infection Surveillance data, please check this box to receive pathogen and antibiogram information.

For these events, please specify the facility types, locations, and time period that will be shared with state health department below.
You will receive both event (numerator) and summary (denominator) data for the locations that you specify.

Plan	Time Period	Location Type (Ex - ICUs, FACWIDE, et	Specific Locations (Ex - All ICUs, FACWIDEIN, etc)
IN		Acute care hospitals	FACWIDEIN LabID Events
IN			
IN			
IN			
IN			
IN			

Antimicrobial Use and Resistance Module:

Select event types of interest below:

<input checked="" type="checkbox"/>	Antimicrobial Use (AU) -
<input checked="" type="checkbox"/>	Antimicrobial Resistance (AR)

For these events, please specify the locations and time period that will be shared with the state health department below.

Plan	Time Period	Location Type (FACWIDEIN or By Location)
IN		All units/wards reporting
IN		
IN		
IN		

Data File Specifications Template - Healthcare Personnel Safety Component

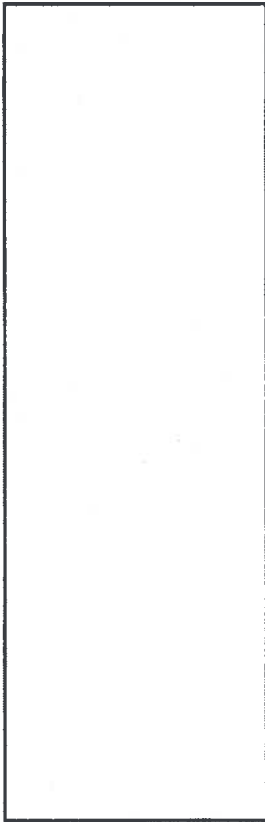
Healthcare Worker Vaccination Module

Plan	Time Period	Event	Setting
IN			
IN			
IN			

Blood and Body Fluid Exposure Module

Plan	Time Period	Event	Setting
IN			
IN			
IN			

Please include any other comments that do not fit into the template structure in the field below.

A large, empty rectangular box with a thin black border, intended for additional comments or information that does not fit into the standard template structure.